



George Lang (b) (6) @usna.edu>

Cooperative Agreement - Clarification Needed

1 message

Chet Gladchuk <(b) (6) @usna.edu>

Tue, May 12, 2015 at 1:42 PM

To: (b) (6) @usna.edu>

Cc: George Lang <(b) (6) @usna.edu>, Steven Vahsen <(b) (6) @usna.edu>, Barbara Brozen <(b) (6) @usna.edu>, (b) (6) (b) (6) @usna.edu>, (b) (6) (b) (6) @usna.edu>

(b)

Attached are the references we will be reviewing next in our analysis of the Cooperative Agreement. Back to you eventually.

Chet



Cooperative Agreement References.docx

17K

Cooperative Agreement References – Further Clarification Needed

- Title 10 United States Code (U.S.C.) 6981 – 1
- Title 10 U.S.C. 6981 – 2
- Title 10 U.S.C. 6981 – 2
- Title 10 U.S.C. 6981 – 3
- DoDGARs 32.20 – 4
- 2CFR 200.302 – 4
- 10 U.S.C. 6981 – 5
- 32 CFR 21-32 – 5
- 2 CFR 200 – 5
- Title 10 U.S.C. 6981 – 9
- DoDGARs 32.23 – 9
- 2 CFR 200.306 – 9
- Title 10 U.S.C. 6981 – 12
- 2 CFR 200.302 – 27
- DoDGARs Patr 32.21 – 27
- 2 CFR 200.306 – 27
- DoDGARs Part 32.27 – 27
- 2 CFR 200.306 – 27
- DoDGARs Part 32.23 – 27
- 5 U.S.C 552a – 28
- 2 CFR 200.501 – 28
- 2 CFR 200.512 – 28
- DoDGARs 32.23 – 31
- 2 CFR 200.306 – 31
- DoDGARs 32.23 – 31
- 2 CFR 200.306 – 31
- 2 CFR 200.343 – 33
- 2 CFR 200.344 – 33
- 2 CFR 200.342 – 33
- DoDGARs 32.62 – 33
- 48 CFR 27.401 – 36
- 10 U.S.C 6981 – 37
- 10 U.S.C. 6981 – 38
- 10 U.S.C. 6981 – 38
- 10 U.S.C. 6981 – 39
- 2 CFR 200 – 40
- DoDGARs 3210.6 – 40
- 2 CFR 200 – 40

- DoDGARs 32.32 – 40
- DoDGARs 32.33 – 40
- U.S.C. 3727 – 48
- 44 U.S.C. 15 – 48
- 32 CFR Part 26 – 49
- 41 USC 701 – 49
- 42 U.S.C. 2000D – 49
- 42 U.S.C. 6101 – 49
- 20 U.S.C. 1681 – 49
- 49 U.S.C. 22 – 49

- In total: 48 references, some multiples on each page.



George Lang (b) (6) @usna.edu>

Re: Cooperative Agreement - Clarification Needed

1 message

Chet Gladchuk (b) (6) @usna.edu>

Wed, May 27, 2015 at 6:56 PM

To: (b) (6) @usna.edu>

Cc: George Lang (b) (6) @usna.edu>, Steven Vahsen <(b) (6) @usna.edu>, Barbara Brozen <(b) (6) @usna.edu>, (b) (6) @usna.edu>, (b) (6) @usna.edu>, (b) (6) @usna.edu>

(b) (6) I was waiting on the intern you said you had for the summer.
But (b) (6) works. Let me know when he is finished with the work. Tx.
Chet

> On May 27, 2015, at 4:51 PM, (b) (6) @usna.edu> wrote:

>

> Chet:

>

> A proposal that might help move this review along a little faster so
> we can re-engage w/FLC.

>

> (b) (6) has offered to summarize all of the CA references on the list
> you provided. We can provide that summary to you and then schedule a
> meeting to discuss the summaries and ensure we agree on their meaning
> and impact on the CA. We can then turn to addressing any concerns on
> the executive summary and the auditing/reporting requirements.

>

> Thanks and safe return trip.

>

> R (b) (6)

>

>> On Tue, May 12, 2015 at 1:42 PM, Chet Gladchuk (b) (6) @usna.edu> wrote:

>> (b) (6)

>>

>> Attached are the references we will be reviewing next in our analysis of the
>> Cooperative Agreement. Back to you eventually.

>>

>> Chet

>

>

>

> --

>

> (b) (6)

> Counsel

> United States Naval Academy

> 121 Blake Road

> Annapolis, Maryland 21402-1300

> Office: (b) (6)

> Fax: (b) (6)



George Lang <(b) (6)@usna.edu>

Re: USNA/NAAA Cooperative Agreement

1 message

Chet Gladchuk <(b) (6)@usna.edu>

Thu, Jun 25, 2015 at 6:10 AM

To: George Lang <(b) (6)@usna.edu>

George. (b) (5)

I'm around today. Chet

On Jun 24, 2015, at 10:19 PM, George Lang <(b) (6)@usna.edu> wrote:

Chet,

Any advice before I respond to Chris? Want to be sure I understand your position.

Thanks.

V/r, COS

CAPT George E. Lang, Jr., USN
Chief of Staff to VADM Walter E.
Carter, Jr., USN, Superintendent,
United States Naval Academy
121 Blake Road
Annapolis, MD 21402-1300

W: (b) (6)

C: (b) (6)

----- Forwarded message -----

From: Mosher, Christopher S CAPT NAVSUP FLC San Diego, Code 00

(b) (6)@navy.mil>

Date: Wed, Jun 24, 2015 at 7:42 PM

Subject: RE: USNA/NAAA Cooperative Agreement

To: George Lang <(b) (6)@usna.edu>

Cc: (b) (6) <(b) (6)@usna.edu>

George,

I would like to chat with you for a few minutes tomorrow if you have some time. (b) (5)

Vr/Chris

Vr, Chris Mosher
CAPT, SC, USN
Commanding Officer
NAVSUP Fleet Logistics Center San Diego

(b) (6) (W)

-----Original Message-----

From: George Lang [mailto:(b) (6)@usna.edu]

Sent: Wednesday, June 10, 2015 12:55 PM

To: Mosher, Christopher S CAPT NAVSUP FLC San Diego, Code 00

Cc: (b) (6) W CDR NAVSUP FLC San Diego, Code 200; (b) (6)

Subject: Re: USNA/NAAA Cooperative Agreement

Chris,

Sounds good. Will do my best to facilitate and expedite.

V/r, COS

CAPT George E. Lang, Jr., USN
Chief of Staff to VADM Walter E.
Carter, Jr., USN, Superintendent,
United States Naval Academy
121 Blake Road
Annapolis, MD 21402-1300

W: (b) (6) <tel:%28401%29%20841-6436>

C: (b) (6) <tel:%28401%29%20862-3116>

On Wed, Jun 10, 2015 at 3:51 PM, Mosher, Christopher S CAPT NAVSUP FLC San Diego, Code 00

<(b) (6)@navy.mil> wrote:

George,

Chris Mosher here... I am the Commanding Officer of NAVSUP Fleet Logistics Center San Diego. I just wanted to touch base with you as I understand that you are new to the job. My team has the lead to develop the Cooperative Agreement between USNA and NAAA. We've been working at this for several months, and I was in close contact with Steve Vahsen to track/monitor its progress.

I'd love to get your help to "push" things along. The team has a meeting set up next Thursday (6/18) with Chet Gladchuck and his staff to review the CA and to answer his questions/concerns. Assuming that meeting goes reasonably well, we would love to get the team back in front of the SUPE to brief on the CA and to get his approval to move forward to implementation.

I'd like to suggest that (b) (5) Towards that end, I've asked the team to develop a POAM with appropriate milestones that drive towards a 01Oct start date. I'd sure appreciate your support in gaining USNA/NAAA commitment to that POAM.

I am available to talk with you anytime, so feel free to give me a call. If we don't speak sooner, I would like to talk with you next Friday (6/19) following the team's meeting w/Chet on the 18th.

All the best and Vr,
Chris Mosher

Vr, Chris Mosher
CAPT, SC, USN
Commanding Officer
NAVSUP Fleet Logistics Center San Diego
(b) (6) (W)

<smime.p7s>



George Lang (b) (6) @usna.edu>

Fwd: Cooperative Agreement

1 message

Chet Gladchuk <(b) (6) @usna.edu>

Thu, Jun 25, 2015 at 6:37 AM

To: George Lang (b) (6) @usna.edu>

George...read the lawyers analysis..(b) (5), (b) (4)

...Chet

Begin forwarded message:

From: John Simcox (b) @simcoxandbarclay.com>**To:** Chet Gladchuk <(b) (6) @usna.edu>**Cc:** Barbara Brozen (b) (6) @usna.edu>**Subject:** RE: Cooperative Agreement

Chet and Barbara –

(b) (6), (b) (5), (b) (4)

(b) (6)

(b) (6), (b) (5)

(b) (6), (b) (5), (b) (4)



Sincerely, JOHN SIMCOX

John S. Simcox, Esq.
SIMCOX AND BARCLAY, LLP
888 Bestgate Road, Suite 313
Annapolis, Maryland 21401

(b) (6)
(b) (6) (Facsimile)

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From: Chet Gladchuk [mailto:(b) (6)@usna.edu]
Sent: Thursday, June 18, 2015 4:23 PM
To: John Simcox
Cc: Barbara Brozen
Subject: Re: Cooperative Agreement

(b) (5), (b) (4) ...Chet

On Thu, Jun 18, 2015 at 3:39 PM, John Simcox (b) (6)@simcoxandbarclay.com<mailto:(b) (6)@simcoxandbarclay.com>> wrote:
Barbara –

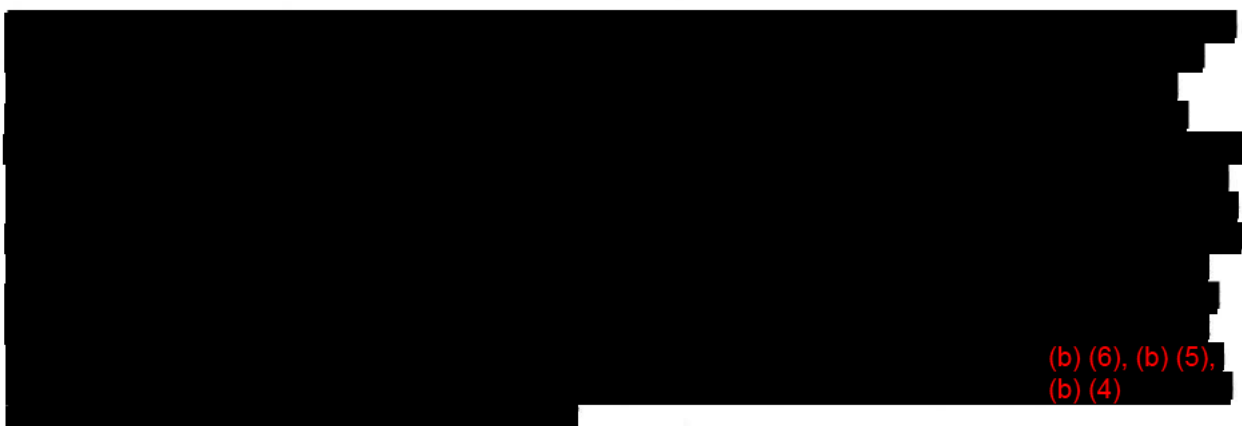
(b) (6), (b) (5), (b) (4)



(b) (6), (b) (5), (b) (4)



(b) (6), (b) (5), (b) (4)



(b) (6), (b) (5),
(b) (4)

(b) (6), (b) (5), (b) (4)



Sincerely, JOHN SIMCOX

John S. Simcox, Esq.
SIMCOX AND BARCLAY, LLP
888 Bestgate Road, Suite 313
Annapolis, Maryland 21401

(b) (6) (b) (6) (b) (6)
(b) (6) <tel:(b) (6)> (Facsimile)

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 DoDGARs.pdf
732K



George Lang (b) (6) @usna.edu>

Re: Cooperative Agreement

1 message

Chet Gladchuk <(b) (6) @usna.edu>

Thu, Jun 25, 2015 at 10:01 AM

To: George Lang (b) (6) @usna.edu>

I'm around if you need me.....our conversation this morning may have helped you better understand the issue.... (b) (5), (b) (4)

....Tx Chet

On Thu, Jun 25, 2015 at 7:18 AM, George Lang <glang@usna.edu> wrote:

Thanks Chet. May come to see you this morning with Steve V and Joe R if they're available. Will let you know.

V/r, COS

*CAPT George E. Lang, Jr., USN**Chief of Staff to VADM Walter E.**Carter, Jr., USN, Superintendent,**United States Naval Academy**121 Blake Road**Annapolis, MD 21402-1300*

W: (b) (6)

C: (b) (6)

On Thu, Jun 25, 2015 at 6:37 AM, Chet Gladchuk (b) (6) @usna.edu> wrote:

George...read the lawyers analysis..this may help you better understand... (b) (5), (b) (4)

...Chet

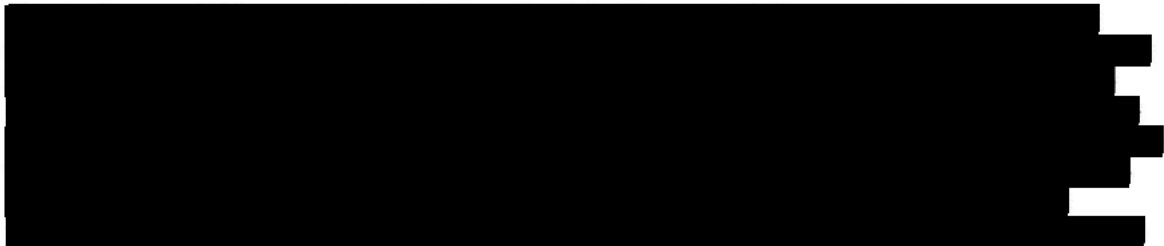
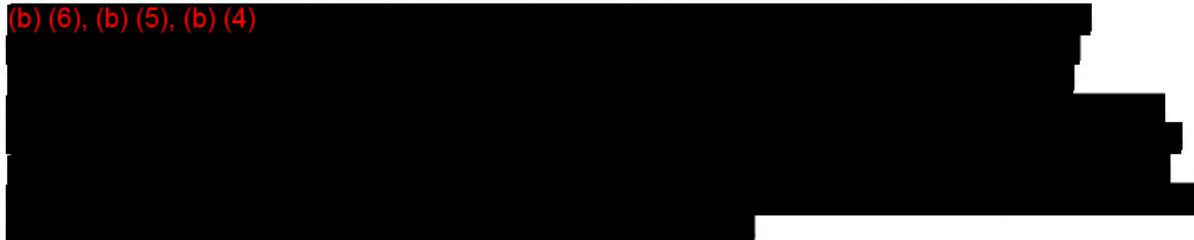
Begin forwarded message:

From: John Simcox (b) (6) @simcoxandbarclay.com>**To:** Chet Gladchuk (b) (6) @usna.edu>**Cc:** Barbara Brozen (b) (6) @usna.edu>**Subject:** RE: Cooperative Agreement


Chet and Barbara –

(b) (6), (b) (5), (b) (4)


(b) (6), (b) (5), (b) (4)



(b) (6), (b) (5), (b) (4)



(b) (6), (b) (5), (b) (4)



Sincerely, JOHN SIMCOX

John S. Simcox, Esq.
SIMCOX AND BARCLAY, LLP
888 Bestgate Road, Suite 313
Annapolis, Maryland 21401

(b) (6)

(Facsimile)

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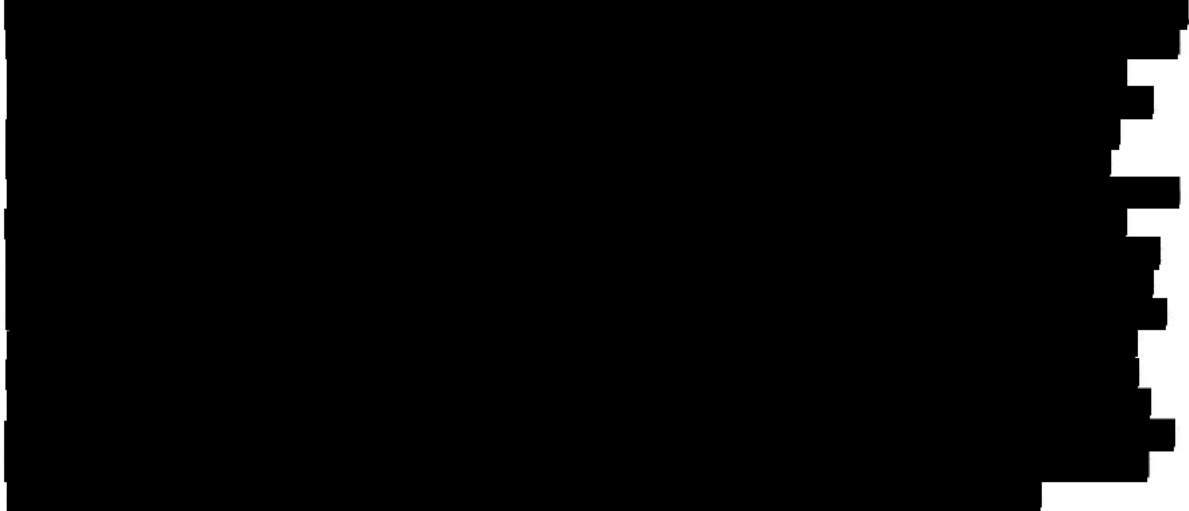
From: Chet Gladchuk [mailto:(b) (6)@usna.edu]

Sent: Thursday, June 18, 2015 4:23 PM
To: John Simcox
Cc: Barbara Brozen
Subject: Re: Cooperative Agreement


(b) (5), (b) (4) ...Chet

On Thu, Jun 18, 2015 at 3:39 PM, John Simcox (b) (5) <jsimcox@simcoxandbarclay.com<[mail to \(b\) \(5\) @simcoxandbarclay.com](mailto:jsimcox@simcoxandbarclay.com)>> wrote:
Barbara –

This is a further report on the Cooperative Agreement. I had about a 40 minute phone discussion with LCDR Karam this afternoon (following this morning's meeting). (b) (5), (b) (4)



(b) (5)



Sincerely, JOHN SIMCOX

John S. Simcox, Esq.
SIMCOX AND BARCLAY, LLP
888 Bestgate Road, Suite 313
Annapolis, Maryland 21401

(b) (6) tel: (b) (6) >

(b) (6) <tel:(b) (6)> (Facsimile)

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George Lang <(b) (6)@usna.edu>

Re: Cooperative Agreement

1 message

Chet Gladchuk <(b) (6)@usna.edu>

Tue, Jul 14, 2015 at 2:49 AM

To: George Lang <(b) (6)@usna.edu>

That's a plan....will have him a read ahead before Thursday. Tx. Chet

On Jul 13, 2015, at 10:22 PM, George Lang <(b) (6)@usna.edu> wrote:

Chet,

(b) (6). Perhaps you could forward read-ahead, and then maybe we can schedule a phone call btwn you and the Admiral when he gets a moment Thu am?

V/r, COS

On Jul 13, 2015 7:00 PM, "Chet Gladchuk" <(b) (6)@usna.edu> wrote:

George ...back in the saddle Wednesday night late. Can you get me 30 minutes Thursday morning to brief him?...NAAA lawyers have been working on it and I can have an executive summary for my meeting with him. Let me know. Tx Chet

On Jul 13, 2015, at 5:46 PM, George Lang <(b) (6)@usna.edu> wrote:

Chet,

Rear Admiral Jim McNeal, Commander, NAVSUP Global Logistics Support, requested a phoncon with VADM Carter that is scheduled for Thu afternoon, 1500. Topic is NAAA Cooperative Agreement. Supe is tracking and requests an update on your perspective before the phoncon Thu afternoon.

Thank you.

V/r, COS

CAPT George E. Lang, Jr., USN
Chief of Staff to VADM Walter E.
Carter, Jr., USN, Superintendent,
United States Naval Academy
121 Blake Road
Annapolis, MD 21402-1300

W: (b) (6)

C: (b) (6)

On Thu, Jun 25, 2015 at 10:01 AM, Chet Gladchuk <(b) (6)@usna.edu> wrote:

I'm around if you need me (b) (5)

[REDACTED]

Tx Chet

On Thu, Jun 25, 2015 at 7:18 AM, George Lang <(b) (6)@usna.edu> wrote:

Thanks Chet. May come to see you this morning with Steve V and Joe R if they're available. Will let you know.

V/r, COS

CAPT George E. Lang, Jr., USN
Chief of Staff to VADM Walter E.
Carter, Jr., USN, Superintendent,
United States Naval Academy
121 Blake Road
Annapolis, MD 21402-1300

W: (b) (6)

C: (b) (6)

On Thu, Jun 25, 2015 at 6:37 AM, Chet Gladchuk <gladchuk@usna.edu> wrote:

George... (b) (6), (b) (5), (b) (4)

...Chet

Begin forwarded message:

From: John Simcox (b) (6) <@simcoxandbarclay.com>
To: Chet Gladchuk (b) (6), (b) (5), (b) (4) <@usna.edu>
Cc: Barbara Brozen <(b) (6) <@usna.edu>
Subject: RE: Cooperative Agreement

Chet and Barbara –

(b) (6), (b) (5), (b) (4)

(b) (6), (b) (5), (b) (4)

(b) (5), (b) (4)



Sincerely, JOHN SIMCOX

John S. Simcox, Esq.
SIMCOX AND BARCLAY, LLP
888 Bestgate Road, Suite 313
Annapolis, Maryland 21401

(b) (6)

(b) (6) (Facsimile)

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Sent: Thursday, June 18, 2015 4:23 PM
To: John Simcox
Cc: Barbara Brozen
Subject: Re: Cooperative Agreement

(b) (6), (b) (5), (b) (4)

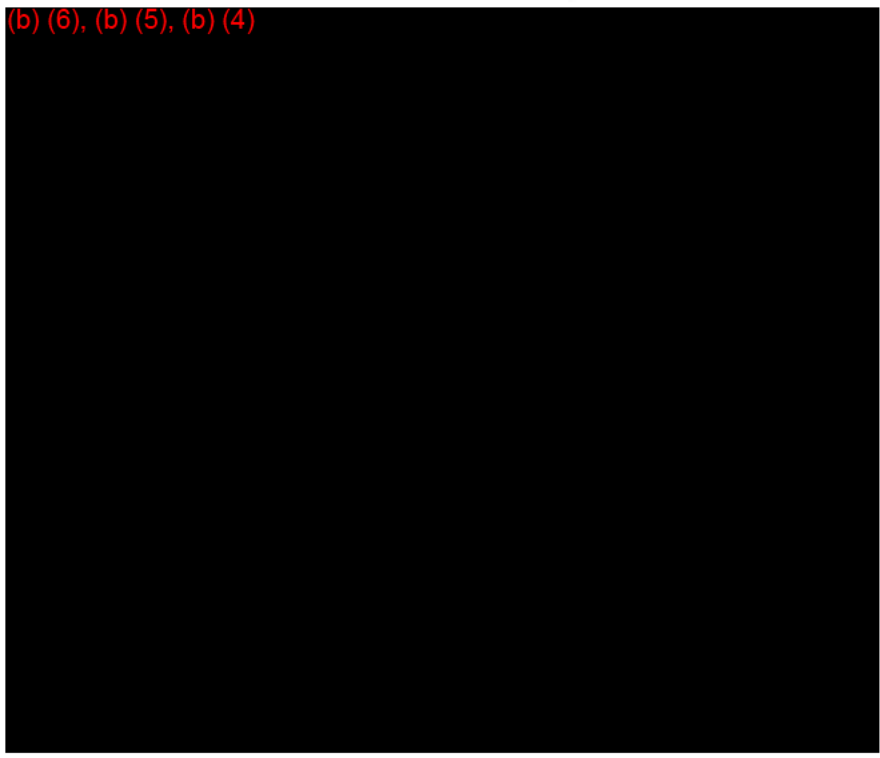
...Chet

On Thu, Jun 18, 2015 at 3:39 PM, John Simcox
<(b) (6) @simcoxandbarclay.com<mailto:(b) (6) @simcoxandbarclay.com>>
wrote:
Barbara –

(b) (6), (b) (5), (b) (4)

(b) (6), (b) (5), (b) (4)

(b) (6), (b) (5), (b) (4)



Sincerely, JOHN SIMCOX

John S. Simcox, Esq.
SIMCOX AND BARCLAY, LLP
888 Bestgate Road, Suite 313
Annapolis, Maryland 21401

(b) (6) tel: (b) (6) >
(b) (6) <tel: (b) (6) > (Facsimile)

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George Lang (b) (6) @usna.edu>

Cooperative Agreement

1 message

Chet Gladchuk (b) (6) k@usna.edu>

Wed, Jul 15, 2015 at 12:58 PM

To: Ted Carter <(b) (6) @usna.edu>

Cc: George Lang (b) (6) @usna.edu>, (b) (6) >(b) (6) @usna.edu>, "John S. Simcox" (b) (6) @simcoxandbarclay.com>, Barbara Brozen <(b) (6) @usna.edu>

Admiral,

I understand you have a call tomorrow with FLC San Diego. Over the last couple days, I've worked with John Simcox, our legal counsel, to craft an overview that will hopefully put this exercise in perspective. Please read the attached and know that I am in town from this evening forward to discuss it if you need me. We have studied this matter extensively and feel very strongly that (b) (5), (b) (4)

[REDACTED]

I planned on discussing this matter with you at our next Supe/AD meeting, but obviously that's scheduled after the call tomorrow. George can get a hold of me at any time. If you need me, please call.

In the meantime ... don't give up the ship.

V/r,
Chet

FINAL Summary re Coop Ag_001.pdf
237K

July 15, 2015

(b) (5)

1. The Navy sought to supplement Title 10 in 2013 as a means of *preserving* the historic relationship between the Navy and NAAA, a non-federal entity.
 - a. As directed by the Director, Navy Staff in 2010, the “Penniman Group,” a working group headed by RDML R. S. Penniman, USN, conducted an extensive review of the relationship between the Naval Academy and the NAAA.
 - i. The Penniman Group was advised by a number of Navy lawyers, including Capt. Matthew Dolan, who also represented the Academy’s interests.
 - ii. On 23 August 2010, the Penniman Group produced a report, findings, and recommendations to the Director, Navy Staff (the “Penniman Report”).
 - iii. The Penniman Report comprises more than 40 single-spaced pages and summarizes all aspects of the NAAA and its relationship with the Academy.
 - b. The Penniman Report does not recommend (b) (5)
[REDACTED]
 - c. On 2 September 2010, the CNO, Admiral G. Roughead, forwarded the Penniman Report to SECNAV and commented in support of its findings as follows:
 - i. (b) (5)
[REDACTED]
 - ii. (b) (5)
[REDACTED]
 - d. On 9 September 2010, the CNO forwarded the Penniman Report to the Superintendent with a direction that the Academy implement the recommendations of the Penniman Report.

2. During the period September 2010 to January 2013, the Naval Academy took a number of steps to implement the recommendations of the Penniman Report, including, revising the NAAA's constitution to confirm and strengthen the oversight powers of the Superintendent and the Board of Control. Consequently, at present, the internal and external controls acting upon the NAAA include:
 - a. An updated Constitution
 - b. An expanded Board of Control incorporating outside expertise
 - c. The Commandant's chairmanship of the Board of Control
 - d. The Superintendent's veto power over all contemplated NAAA actions
 - e. Compliance with GAAP
 - f. Regular outside audits by independent firm in accordance with FASB standards
 - g. NAAA president is a member of the Superintendent's senior leadership team
 - h. Annual registration with State of Maryland for purposes of charity and fundraising compliance
 - i. Compliance with NCAA and Patriot League operating rules
 - j. Conduct of operations subject to IRS rules for tax-exempt organizations
3. In January 2013, Title 10 was amended to expressly empower the Navy to continue its relationship with the NAAA. *See*, 10 U.S.C. § 6981.

4. (b) (5)

5. (b) (5)

(b) (5)

e. (b) (5)

6. (b) (5)

(b) (5)

ENCLOSURE 1

NAVAL ACADEMY ATHLETIC ASSOCIATION

September 21, 2015

Vice Admiral Walter E. Carter, Jr. USN
Superintendent, United States Naval Academy
121 Blake Road
Annapolis, Maryland 21402-5000

Re: Draft cooperative agreement dated August 3, 2015 ("Proposed Cooperative Agreement") between FLC San Diego and Naval Academy Athletic Association ("NAAA")

Dear Admiral Carter:

As you requested, I have carefully reviewed (b) (5), (b) (4) Proposed Cooperative Agreement, and discussed it with my staff and legal counsel, with a view toward determining whether it will (i) allow the NAAA to continue its relationship with the Academy in its present form and (ii) afford the NAAA a fair opportunity to successfully compete in the Division I intercollegiate sports environment to the benefit of the Academy. (b) (5)

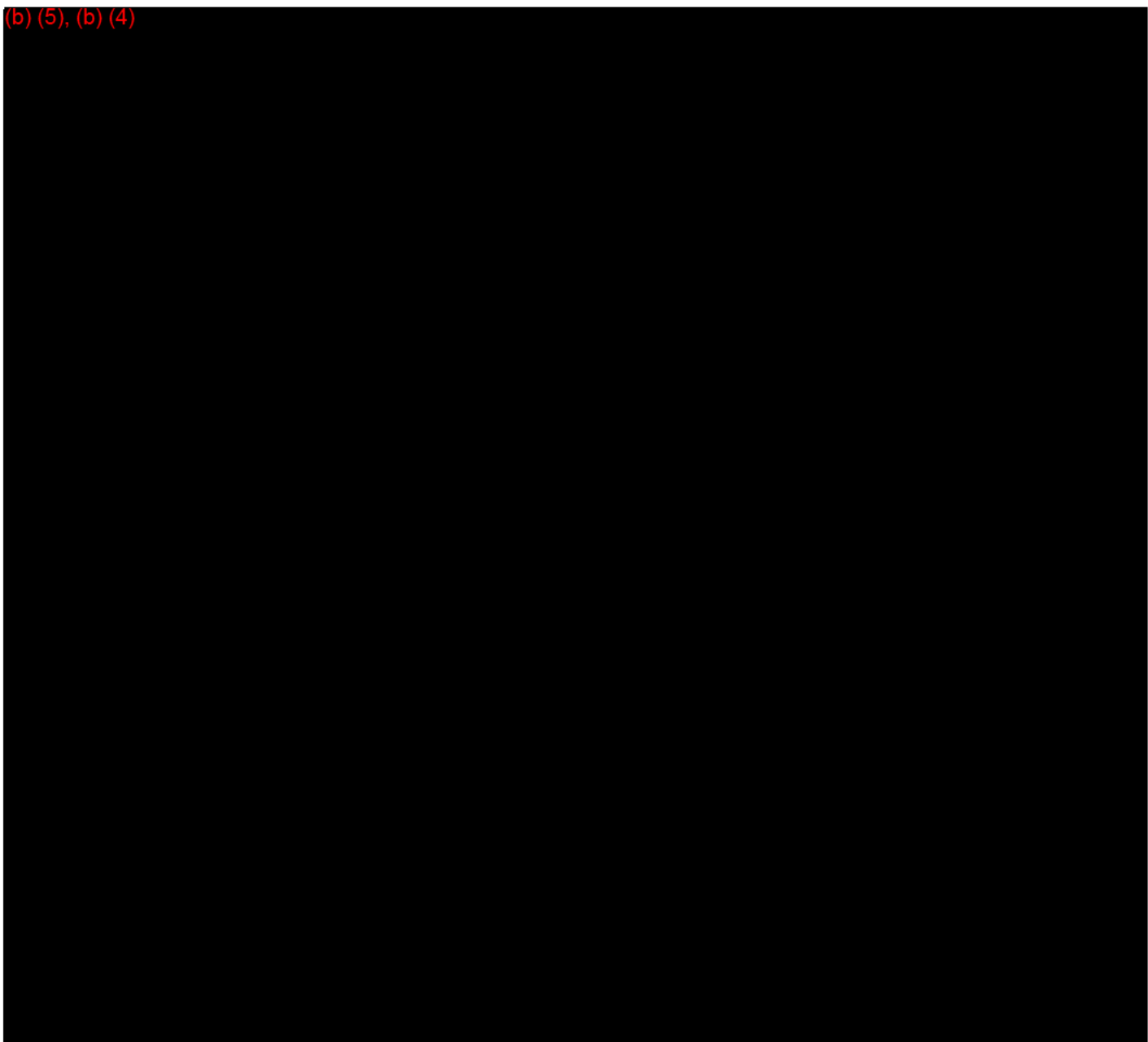
(b) (5)

(b) (5)


By way of background, in 2010, the Director, Navy Staff ordered the formation of a working group, headed by RDML R. S. Penniman, USN, to study the relationship between the Academy and the NAAA, and to prepare a report containing findings and recommendations. At the conclusion of this study, Admiral Penniman issued a report (the "Penniman Report") in which he stated that the NAAA was a "well run, conscientious Athletic Department" operating a program at the Academy "considered a model for intercollegiate athletics," that the Navy should "retain the organization in its current form," and that the Academy should "continue its relationship, in its present form, with NAAA." Thereafter, on September 2, 2010, the then-CNO, Admiral G. Roughead, forwarded the Penniman Report to the Secretary of the Navy along with his observation that "the relationship between the NAAA and the Naval Academy has yielded tremendous benefit to the Academy in the execution of its mission" and should be preserved "in its present form" through the enactment of new Title 10 legislation. And in January 2013, Congress amended Title 10 to add Section 6981, specifically authorizing the Navy to deal directly with the NAAA as a sole source provider of funds, supplies, and services for the athletic and physical fitness programs of the Naval Academy.

Since its founding in 1891, the NAAA has existed solely and exclusively to support athletics at the Academy and to further the physical fitness component of the Academy's mission. Throughout its history, the affairs of the NAAA have been overseen by the Navy through direct on-site supervision rendered by the Superintendent and the board of control, exercising powers granted to them under the NAAA's constitution. The NAAA has always been headquartered in Annapolis, Maryland on the grounds of the Academy, and its President is, and has been, a direct-report of the Superintendent, subject to the Superintendent's personal leadership and face-to-face oversight. Under the NAAA's constitution, the Superintendent controls the make-up of the NAAA's board of control, the President is bound to meet regularly with the board of control, and all the President's material decisions are subject to the board of control's and Superintendent's review.

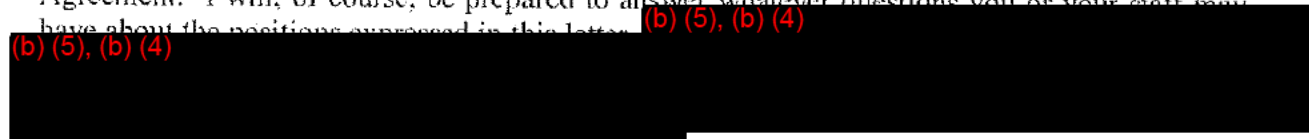
(b) (5), (b) (4)



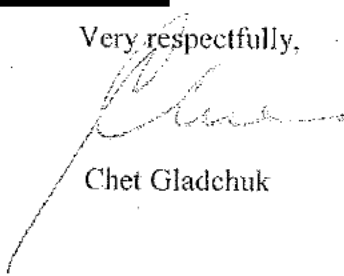
(b) (5), (b) (4)



Thank you for affording me the opportunity to comment upon the Proposed Cooperative Agreement. I will, of course, be prepared to answer whatever questions you or your staff may have about the positions expressed in this letter. (b) (5), (b) (4)



Very respectfully,



Chet Gladchuk

Cc:

(b) (6)



George Lang
Steve Vahsen
Barbara Brozen
John Simcox
Matt Dolan

Enclosure 1
to NAAA Letter to Superintendent

List of federal statutes and regulations
adopted by reference in the draft cooperative agreement and

(b) (5), (b) (4)

(b) (5), (b) (4)

Cooperative Agreement References

- Title 10 United States Code (U.S.C.) 6981 – 1
- Title 10 U.S.C. 6981 – 2
- Title 10 U.S.C. 6981 – 2
- Title 10 U.S.C. 6981 – 3
- DoDGARs 32.20 – 4
- 2CFR 200.302 – 4
- 10 U.S.C. 6981 – 5
- 32 CFR 21-32 – 5
- 2 CFR 200 – 5
- Title 10 U.S.C. 6981 – 9
- DoDGARs 32.23 – 9
- 2 CFR 200.306 – 9
- Title 10 U.S.C. 6981 – 12
- 2 CFR 200.302 – 27
- DoDGARs Patr 32.21 – 27
- 2 CFR 200.306 – 27
- DoDGARs Part 32.27 – 27
- 2 CFR 200.306 – 27
- DoDGARs Part 32.23 – 27
- 5 U.S.C 552a – 28
- 2 CFR 200.501 – 28
- 2 CFR 200.512 – 28
- DoDGARs 32.23 – 31
- 2 CFR 200.306 – 31
- DoDGARs 32.23 – 31
- 2 CFR 200.306 – 31
- 2 CFR 200.343 – 33
- 2 CFR 200.344 – 33
- 2 CFR 200.342 – 33
- DoDGARs 32.62 – 33
- 48 CFR 27.401 – 36
- 10 U.S.C 6981 – 37
- 10 U.S.C. 6981 – 38
- 10 U.S.C. 6981 – 38
- 10 U.S.C. 6981 – 39
- 2 CFR 200 – 40
- DoDGARs 3210.6 – 40
- 2 CFR 200 – 40

- DoDGARs 32.32 – 40
- DoDGARs 32.33 – 40
- U.S.C. 3727 – 48
- 44 U.S.C. 15 – 48
- 32 CFR Part 26 – 49
- 41 USC 701 – 49
- 42 U.S.C. 2000D – 49
- 42 U.S.C. 6101 – 49
- 20 U.S.C. 1681 – 49
- 49 U.S.C. 22 – 49

- In total: 48 references, some multiples on each page.



George Lang <glang@usna.edu>

NAAA Comment - Cooperative Agreement (CA)

1 message

(b) (6) @usna.edu>

Wed, Sep 2, 2015 at 2:21 PM

To: Chet Gladchuk **(b) (6)** @usna.edu>Cc: **(b) (6)** @usna.edu>, George Lang <**(b) (6)** @usna.edu>

Chet:

Will we get an opportunity to review your comments on the CA before our meeting on the 11th? Information would be helpful for **(b) (6)** & I to prepare & ensure that we have a meaningful discussion. Will keep close hold.

Thanks.

R/ **(b) (6)****(b) (6)**

Counsel

United States Naval Academy

121 Blake Road

Annapolis, Maryland 21402-1300

Office: **(b) (6)**Fax: **(b) (6)**



George Lang <(b) (6)@usna.edu>

USNA-NAAA Cooperative Agreement Update

1 message

(b) (6)@usna.edu>

Wed, Jul 22, 2015 at 2:46 PM

To: George Lang (b) (6)@usna.edu>

Cc: Steve Vahsen (b) (6)@usna.edu>, Joe Rubino <(b) (6)@usna.edu> (b) (6)@usna.edu>

COS:

(b) (5), (b) (4)

[Redacted]

Will continue to monitor and update as appropriate.

Finally, I'd like to contact our FLC partners w/an update - (b) (6)

(b) (5),
(b) (4)

R/(b) (6)

(b) (6)

Counsel

United States Naval Academy

121 Blake Road

Annapolis, Maryland 21402-1300

Office: (b) (6)

Fax: (b) (6)



George Lang (b) (6) @usna.edu>

Moving Forward: USNA-NAAA Cooperative Agreement (CA)

1 message

(b) (6) @usna.edu>

Mon, Jul 20, 2015 at 10:23 AM

To: Chet Gladchuk (b) (6) @usna.edu>

Cc: George Lang (b) (6) @usna.edu>, Steve Vahsen (b) (6) @usna.edu> (b) (6) @usna.edu>, (b) (6)

(b) (6) @usna.edu>, Joe Rubino (b) (6) @usna.edu>, (b) (6) @usna.edu>, Barbara Brozen

(b) (6) @usna.edu>

Chet:

Welcome back.

Hoping to get the effort w/FLC back on track.

(b) (4), (b) (5)

[REDACTED]

[REDACTED]

Thanks.

(b) (6)

(b) (6)

Counsel

United States Naval Academy

121 Blake Road

Annapolis, Maryland 21402-1300

Office: (b) (6)

Fax: (b) (6)



George Lang <(b) (6)@usna.edu>

Re: Cooperative Agreement - Clarification Needed

1 message

(b) (6)@usna.edu>

Tue, Jun 2, 2015 at 4:22 PM

To: Chet Gladchuk (b) (6)@usna.edu>

Cc: George Lang <(b) (6)@usna.edu>, Steven Vahsen (b) (6)@usna.edu>, Barbara Brozen (b) (6)@usna.edu> (b) (6)

(b) (6)@usna.edu>, (b) (6)@usna.edu>, Joe Rubino (b) (6)@usna.edu> (b) (6)

(b) (6)@usna.edu>

Chet:

Attached is a summary that (b) (6) compiled on the references listed in your earlier email that needed to be expanded upon. After you have had a chance to review this information and the other documents provided (executive summary, 50,000' view, reporting and auditing requirements), I'd like to try and schedule a meeting so we can keep this effort moving forward.

Thanks in advance.

R (b) (6)

On Tue, May 12, 2015 at 1:42 PM, Chet Gladchuk (b) (6)@usna.edu> wrote:

(b) (6)

Attached are the references we will be reviewing next in our analysis of the Cooperative Agreement. Back to you eventually.

Chet

(b) (6)
Counsel
United States Naval Academy
121 Blake Road
Annapolis, Maryland 21402-1300
Office: (b) (6)
Fax: (b) (6)

**USNA-NAAA_ Summary of References in draft Cooperative Agreement dated April 28, 2015.docx**

54K

**Summary of References in draft Cooperative Agreement
dated April 28, 2015**

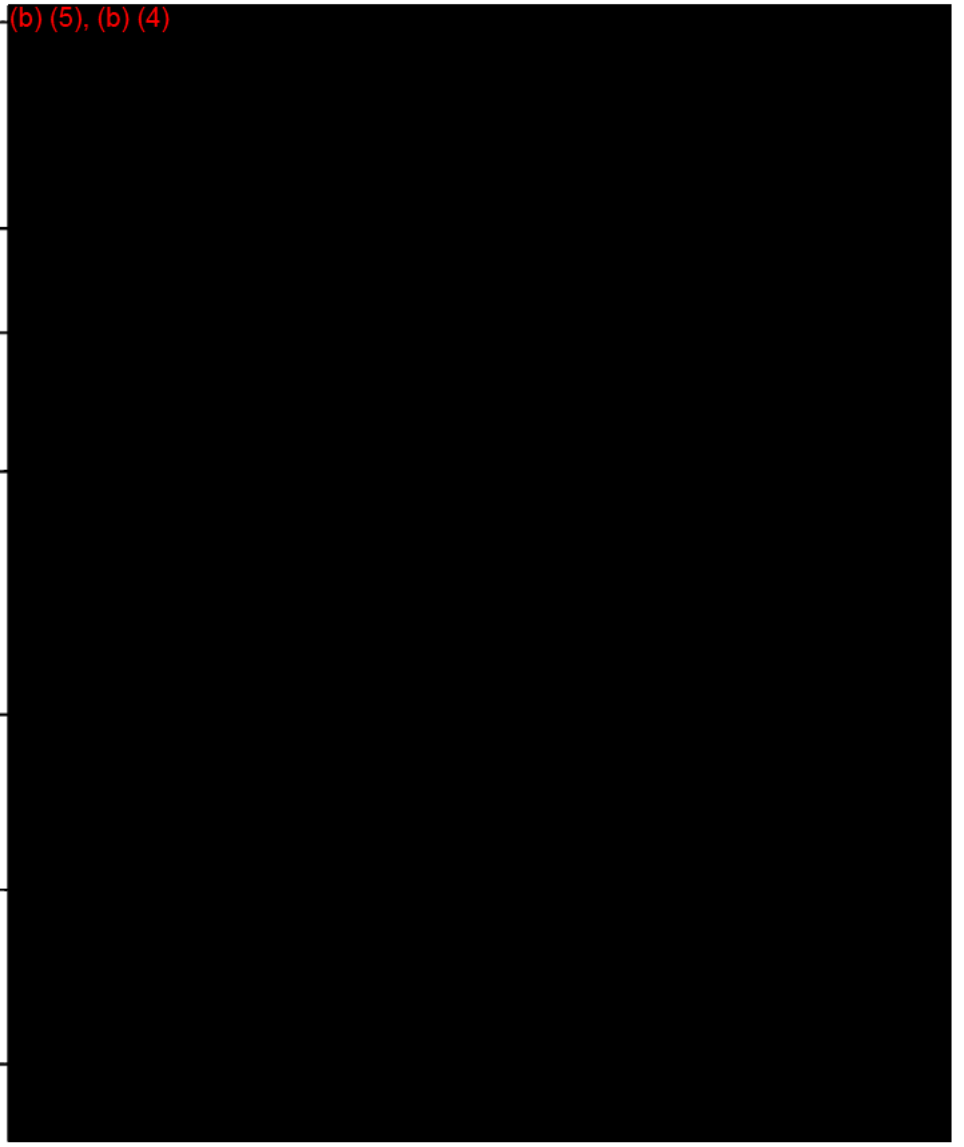
<u>10 U.S.C. 6981</u>		
Title 10 – Armed Forces Subtitle C – Navy and Marine Corps Part III – Education and Training Chapter 603 – United States Naval Academy Section 6981 – Support of athletic and physical fitness mission		
http://www.gpo.gov/fdsys/pkg/USCODE-2013-title10/pdf/USCODE-2013-title10-subtitleC-partIII-chap603-sec6981.pdf		
Reference in CA	Page Number(s) in CA	Summary
10 U.S.C. 6981	1,2,3,5,9, 10,12,37, 38,39	(b) (5), (b) (4)

<u>DoD Grant and Agreements Regulations (DoDGARS) – DoD 3210.6-R</u>		
Title 32 – National Defense Subtitle A – Office of Management and Budget Guidance for Grants and Agreements Chapter I – Office of Secretary of Defense Subchapter C – DoD Grant and Agreement Regulations (DoDGARS) Part 32 – Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations		
http://www.ecfr.gov/cgi-bin/text-idx?SID=b4b517cbaf51b42cb9e734b6e3fc363b&mc=true&node=pt32.1.32&rgn=div5		
Reference in CA	Page Number(s) in CA	Summary
32.20	4	(b) (5), (b) (4)
32.21	27	

**Summary of References in draft Cooperative Agreement
dated April 28, 2015**

32.23	9,27,31
32.27	27
32.62	33
32.30	40
32.32	40
32.33	40

(b) (5), (b) (4)



**Summary of References in draft Cooperative Agreement
dated April 28, 2015**

<u>2 CFR §200</u>	
Title 2	- Grants and Agreements
Subtitle A	- Office of Management and Budget Guidance for Grants and Agreements
Chapter II	- Office of Management and Budget Guidance
Part 200	- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Reference in CA	Page Number(s) in CA	Summary
200.302	4, 27	(b) (5), (b) (4)
200.306	9, 27, 31	
200.501	28	
200.512	28	
200.343	33	
200.344	33	

**Summary of References in draft Cooperative Agreement
dated April 28, 2015**

200.342	33	(b) (5), (b) (4)
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5 U.S.C. 552a		
Title 5 – Government Organization and Employees Part I – The Agencies Generally Chapter 5 – Administrative Procedure Subchapter II – Administrative Procedure Section 552a – Records maintained on individuals		
http://www.gpo.gov/fdsys/pkg/USCODE-2010-title5/html/USCODE-2010-title5-partI-chap5-subchapII-sec552a.htm		
Reference in CA	Page Number(s) in CA	Summary
5 U.S.C. 552a	28	(b) (5), (b) (4)

48 CFR 27.401		
Title 48 – Federal Acquisitions Regulations System Part 27 – Patents, Data, and Copyrights Subpart 27.4 – Rights in Data and Copyrights		
http://farsite.hill.af.mil/vffara.htm		
Reference in CA	Page Number(s) in CA	Summary
48 CFR 27.401	36	(b) (5), (b) (4)

**Summary of References in draft Cooperative Agreement
dated April 28, 2015**

<p style="text-align: right;"><u>31 U.S.C. 3727</u></p> <p>Title 31 – Money and Finance Subtitle III – Financial Management Chapter 37 – Claims Subchapter III – Claims Against the United States Government Section 3727 – Assignments of claims</p>		
<p style="text-align: center;">http://www.gpo.gov/fdsys/pkg/USCODE-2011-title31/html/USCODE-2011-title31-subtitleIII-chap37-subchapIII-sec3727.htm</p>		
Reference in CA	Page Number(s) in CA	Summary
31 U.S.C. 3727	48	(b) (5), (b) (4)

<p style="text-align: right;"><u>41 U.S.C. 15</u></p> <p>Title 41 – Public Contracts and Property Management Chapter 1 – General Provisions Section 15 – Transfers of contracts; assignments; assignee not subject to reduction or setoff</p>		
<p style="text-align: center;">http://www.gpo.gov/fdsys/pkg/USCODE-2009-title41/html/USCODE-2009-title41-chap1-sec15.htm</p>		
Reference in CA	Page Number(s) in CA	Summary
41 U.S.C. 15	48	(b) (5), (b) (4)

**Summary of References in draft Cooperative Agreement
dated April 28, 2015**

<p align="center"><u>32 CFR Part 26</u></p> <p>Title 32 - National Defense Subtitle A - Office of Management and Budget Guidance for Grants and Agreements Chapter I - Office of Secretary of Defense Subchapter C - DoD Grant and Agreement Regulations (DoDGARs) Part 26 - Government-wide requirements for Drug-Free Workplace (Financial Assistance)</p>		
<p align="center">http://www.ecfr.gov/cgi-bin/text-idx?SID=26f5ff209743c8eb9144df1857bb3d81&mc=true&node=pt32.1.26&rgn=div5</p>		
Reference in CA	Page Number(s) in CA	Summary
32 CFR Part 26	49	(b) (5), (b) (4)

<p align="center"><u>41 U.S.C. 701</u></p> <p>Title 41 - Public Contracts Chapter 10 - Drug-Free Workplace Section 701 - Drug-free workplace requirements for Federal contractors</p>		
<p align="center">http://www.gpo.gov/fdsys/pkg/USCODE-2009-title41/html/USCODE-2009-title41-chap10-sec701.htm</p>		
Reference in CA	Page Number(s) in CA	Summary
41 U.S.C. 701	49	(b) (5), (b) (4)

**Summary of References in draft Cooperative Agreement
dated April 28, 2015**

<p style="text-align: right;"><u>42 U.S.C. 2000d</u></p> <p>Title 42 – The Public Health and Welfare Subchapter V – Federally Assisted Programs Section 2000d – Prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin.</p>		
<p style="text-align: center;">http://www.gpo.gov/fdsys/pkg/USCODE-2008-title42/pdf/USCODE-2008-title42-chap21-subchapV.pdf</p>		
Reference in CA	Page Number(s) in CA	Summary
42 U.S.C. 2000d	49	(b) (5), (b) (4)

<p style="text-align: right;"><u>42 U.S.C. 6101</u></p> <p>Title 42 – The Public Health and Welfare Chapter 76 – Age Discrimination in Federally Assisted Programs Section 6101 – Statement of Purpose</p>		
<p style="text-align: center;">http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap76-sec6101.htm</p>		
Reference in CA	Page Number(s) in CA	Summary
42 U.S.C. 6101	49	(b) (5), (b) (4)

**Summary of References in draft Cooperative Agreement
dated April 28, 2015**

20 U.S.C. 1681 Title 20 - Education Chapter 38 - Discrimination Based on Sex or Blindness Section 1681 - Sex		
http://www.gpo.gov/fdsys/pkg/USCODE-2010-title20/pdf/USCODE-2010-title20-chap38.pdf		
Reference in CA	Page Number(s) in CA	Summary
20 U.S.C. 1681	49	(b) (5), (b) (4)

41 U.S.C. 22 Title 41 - Public Contracts Chapter 1 - General Provisions Section 22 - Interest of Member of Congress		
http://www.gpo.gov/fdsys/pkg/USCODE-2009-title41/html/USCODE-2009-title41-chap1-sec22.htm		
Reference in CA	Page Number(s) in CA	Summary
42 U.S.C. 22	49	(b) (5), (b) (4)

10/7/2016

USNA Mail - Re: Cooperative

George Lang (b) (6) @usna.edu>



Re: Cooperative Agreement - Clarification Needed

1 message

(b) (6) @usna.edu>

Wed, May 27, 2015 at 4:51 PM

To: Chet Gladchuk (b) (6) @usna.edu>

Cc: George Lang (b) (6) @usna.edu>, Steven Vahsen (b) (6) @usna.edu>, Barbara Brozen (b) (6) @usna.edu>, (b) (6) @usna.edu>, (b) (6) @usna.edu>, (b) (6) @usna.edu>

Chet:

A proposal that might help move this review along a little faster so we can re-engage w/FLC.

(b) (6) has offered to summarize all of the CA references on the list you provided. We can provide that summary to you and then schedule a meeting to discuss the summaries and ensure we agree on their meaning and impact on the CA. We can then turn to addressing any concerns on the executive summary and the auditing/reporting requirements.

Thanks and safe return trip.

R (b) (6)

On Tue, May 12, 2015 at 1:42 PM, Chet Gladchuk (b) (6) @usna.edu> wrote:

> (b) (6),

>

> Attached are the references we will be reviewing next in our analysis of the
> Cooperative Agreement. Back to you eventually.

>

> Chet

>

(b) (6)

Counsel

United States Naval Academy

121 Blake Road

Annapolis, Maryland 21402-1300

Office: (b) (6) (b) (6)

Fax: (b) (6)